



E-mail: KabulGSOProcurement@state.gov

June 08, 2014

SUBJECT: RFQ# PR3435865 providing standard portable toilet as a rent including monthly cleaning services.

Prospective Vendor:

Enclosed is a Request for RFQ# PR3435865 providing standard portable toilet as a rent including monthly cleaning services. We kindly request you to submit your proposals based on requirement, complete the required Block of the attached document, and submit it to the following e-mail address which is also shown on the Standard Form 1449 that follows this letter.

Contracting and Procurement Office
American Embassy Kabul
Great Massoud Road
E-mail: KabulGSOBids@state.gov

Please submit your quotation through e-mail and add "Quotation Enclosed" to the above mentioned address.

The deadline for receipt of RFQ is **June 12, 2014 on 13: 00 PM local time.** No quotations will be accepted after this time.

Subject Line Format must be: **RFQ #PR3435865 providing standard portable toilet as a rent including monthly cleaning services (Vendor Name) S2O.** Please ensure that your subject line follows this format. If it does not your bid may NOT be accepted

The U.S. Government intends to award a Purchase order who provide the requested services with the requirements mentioned in page (03) of this RFQ to the responsible company submitting an acceptable quotation at the lowest price. We intend to award the contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions by email regarding this solicitation to KabulGSOBids@state.gov .

Sincerely,

Contracting and Procurement Office
American Embassy Kabul
Great Massoud Road

SOLICITATION/CONTRACT/ORDER FOR				1. REQUISITION NUMBER		PAGE 1 OF	
COMMERCIAL ITEMS				PR3435865		June 08, 2014	
OFFEROR TO COMPLETE BLOCK 12.17.24&30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME S20 Procurement and Contracting Office		b. TELEPHONE NUMBER(No collect calls)		8. OFFER DUE DATE LOCAL TIME 13:00 June 12, 2014	
9. ISSUED BY		CODE		UNRESTRICTED <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
American Embassy Kabul Great Massoud Road Kabul, Afghanistan E-mail: KabulGSOBids@state.gov						12. DISCOUNT TERMS	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
American Embassy Kabul Great Massoud Road - Kabul, Afghanistan							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.						CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01	Providing standard portable toilet as a rent for one year			22	Monthly		
02	Monthly cleaning supplies and cleaning services for 22 portable toilets including Guard dog septic tank. See Page 03 SOW for further requirement			22	Monthly		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE
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STANDARD FORM 1449 (REV 4/2002)

Prescribed by GSA - FAR (48 CFR) 53.212

STANDARD FORM 1449 (REV. 4/2002) **BACK**

*******Special Note:*******

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the quotation. The U.S. Embassy shall have the right to contract services at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. Prices shall be provided in Afghani or U.S. Dollars. If in Afghanistan, the monthly U.S. Embassy exchange rate will be automatically applied In order to compare the quotations received in other currency(s)
4. All required parts must be original not fake or used material if found at the time of receiving/checking by the end-user will be returned at no cost to the customer.

ADVANCE PAYMENT:

The Financial Regulations and Rules of the U.S. Embassy preclude advance payments or payments by Letters of credit. Such provisions will be prejudicial to its evaluation by the U.S. Embassy. The normal payment terms of the U.S. Embassy are 30 days upon satisfactory completion of goods, work and services based on acceptance thereof by US Embassy.

Scope of work

PROJECT DESCRIPTION: Contractor is required to provide Operations and Maintenance (O&M) services in support of the U.S. Embassy Kabul, Afghanistan.

1.0 SCOPE OF WORK

Contractor will provide all management, tools, equipment and labor necessary to deliver, maintain and clean 22 portable toilets and maintain one (1) guard dog septic tank in a satisfactory manner.

1.1 Locations and units required:

- North Point of the Embassy Compound – four (4) portable toilets
- North Parking Lot – two (2) portable toilets
- MOI Trailer – one (1) portable toilet
- South Point – six (6) portable toilets
- South Point Kennels – two (2) portable toilets
- Virginia Houses – two (2) portable toilets
- Outside Guam House – one (1) portable toilet
- New Jersey Warehouse – one (1) portable toilet
- XE House – three (3) portable toilets
- South Point Kennel Guard dog septic tank

- 1.1 Contractor shall be able to respond within 7/24 hours of notification for unscheduled service.
- 1.2 Service portable toilets twice a week to include cleaning the exterior and the interior of the units, empty water reservoir and sanitize the units.
- 1.3 Pump out the guard dog septic tank twice a week and sanitize
- 1.4 Refill chemicals in the tank to neutralize odor.
- 1.5 Clean site.
- 1.6 Add Toilet Paper as needed.
- 1.7 Contractor will provide a monthly service "Maintenance Schedule."
- 1.8 Following each service, an authorized Contractor representative will sign that the service has been completed.
- 1.9 Contractor will maintain a quality control system to achieve the performance standards of the contract.
- 1.10 Contractor will comply with applicable safety and security regulations.
- 1.11 Contractor must comply with getting registration process of Risk Analysis Management (RAM) as soon as requested and Must Provide the Update Duns and Cage code with their proposal
- 1.12 Contractor must provide at least Two (02) years same services experiences with the proposal

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-52)**

**COMMERCIAL ITEMS
FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JUN 2010
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007

52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (U.S.C. 7104(g))
_____Alternate I (AUG 2007) of 52.222-50 (U.S.C. 7104(g))
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	<i>Clause Number and Title</i>
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$150,000]</i>
√	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
	(3) – (24) [Reserved].
√	(25) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
√	(26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
√	(27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
√	(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000</i>

	<i>and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$150,000]</i>
√	(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) <i>[Check for all orders]</i>
√	(32)(ii) Alternate I of 52.222-50 <i>[Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i>
	(33) – (38) [Reserved].
	(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$203,000]</i>
√	(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(41) – (44) [Reserved].
√	(45) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
√	(46) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial Items:
[Contracting officer check as appropriate.]

	<i>Clause Number and Title</i> (1) – (6) <i>[Reserved]</i>
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247)
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) *[Reserved]*

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(viii) *[Reserved]*.

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247) Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [<i>contracting officer insert rate</i>] of compensation for services.”	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is _____”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the

subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics (APR 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.217-8	Option to Extend Services (Nov 1999)
52.217-9	Option to Extend the Term of the Contract--Services.
52.222-1	Notice to the Government of labor disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-2	Additional Bond Security (OCT 1997)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228.11	Pledges of Assets (JAN 2012)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter Of Credit (DEC 1999)
52.228-15	Performance and Payment Bonds – Construction (OCT 2010)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-17	Interest (OCT 2010)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)

52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-26	Pre-construction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (JUN 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Item (Dec 2010)
52.245-1	Government Property (APR 2012)
52.246-20	Warranty of Services (MAR 1994)
52.247-64	Preference for Privately Owned U.S. Flag commercial vessels (FEB 2006)
52.248-3	Value Engineering - Construction (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-10	Default (Fixed-Price Construction)(APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.232-36	Payment by Third Party (FEB 2010)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

13. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses

Referenced FAR provisions and clauses can be obtained from:

<http://www.acquisition.gov/comp/far/current/html/FARTOCP52.html#wp340130>

Referenced DOSAR provisions and clauses can be obtained from:

http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40

(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

(End of clause)

*****Do not forget that, your attachment must not exceed 5 MB*****